

Mille Lacs County Family Services Collaborative Interagency Agreement

This agreement, made and entered into this first day of July 2008, by and between Mille Lacs County Family Services, Mille Lacs County Public Health, Mille Lacs County Probation Department, Lakes and Pines Community Action Council, Isle ISD #473, Milaca ISD #912, Onamia ISD #480, Princeton ISD #477, and Rum River Special Education Cooperative, hereinafter referred to as the “Parties” is as follows:

Authority and Premises:

Whereas: Minnesota Statute 124D.23 permits public and private child-serving agencies to come together by mutual agreement to establish a family services collaborative and to establish an integrated children’s service system; and

Whereas: The Parties agree that children’s needs cross over the boundaries of the categorical agencies and that services need to be coordinated across traditional systems; and

Whereas: The Parties agree that an integrated system should be built upon existing agencies and that system redesign consists in large part of redefining relationships among agencies; and

Whereas: The Parties agree that parents and community supports are key to successful care planning for children;

Now, therefore, in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the Mille Lacs County Family Services Collaborative, hereinafter referred to as “Family TIES” and do agree as follows:

Section 1: Purposes of the Collaborative

The Parties enter into this Agreement for the purposes of improving the social, emotional, educational and economic outcomes of all Mille Lacs County children, adolescents and their families by mitigating risk factors and enhancing protective factors for the purpose of creating an integrated service delivery system for children, adolescents and their families with multiple and special needs. The Parties agree that Family TIES shall be founded on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. Family TIES shall perform activities that coordinate supports and services such as common intake; common multidisciplinary assessment; standardized written plan; plan coordination; standards setting; and outcome evaluation. Family TIES shall neither replace nor duplicate existing agencies but shall recreate relationships among them to enhance the abilities of the Parties to provide a comprehensive continuum of services to the target population.

Section 2: Population to be Serviced and Service Delivery Model

- A. Population to be served: Determination of eligibility for social educational, physical or mental health, transition, or other services under this agreement shall be made by respective agencies in conjunction with the Interagency Referral Team, IEP, IIIP teams within each member school district. The Target Population of Family TIES shall be children who are between 0 and 21 years of age who are residents of Mille Lacs County and/or are residents of Isle, Milaca, Onamia, and Princeton Public Schools and who have multiple problems or are at risk of developing multiple problems. Further, these shall be children who need, or are at risk of needing, coordinated multi-agency services. Need for services and supports shall be determined by screening criteria developed by the Collaborative and/or evidenced by a behavior or condition that affects the child's ability to function in a primary aspect of daily living including personal relations, living arrangements, work, school, self-care, and recreation.

Family TIES shall also serve the families of such children. A family to be served shall be defined, minimally, as the child's primary adult caretaker(s) and other children with whom the child is residing. A family may include biological, step, or adoptive siblings or other minors with whom the child is residing.

The Board, in consultation with the Interagency Councils, shall define an operational target population and shall establish a plan for meeting the needs of those children and their families.

- B. Service Delivery Model: The service-delivery model shall be based on an interagency, interdisciplinary model that focuses on child and family strengths and the resources of the child's community. The collaborative shall strive to develop and utilize services that are cost effective, needs-driven, and culturally competent and that includes individualized informal supports and formal services.

Section 3: Composition, Powers and Duties of the Collaborative's Decision-making Bodies:

The powers and duties of this agreement shall be carried out by a Collaborative Governing Board, the Mille Lacs Interagency Councils, the Family TIES coordinator, and the Individualized Family Care Teams. In general, the Board shall function as the purchaser of supports, interventions and services. The Councils shall function as the coordinators of the provider systems and act, day-to-day, via the Coordinator, Individualized Family Care Teams and independent agencies.

- A. Individualized Family Care Teams: The package of services and supports to be provided to a specific child or family shall be determined by an ad hoc interagency referral team such as, "individual education plan" (IEP), Central Referral Team (CRT), or "individual interagency intervention plan" (IIIP) team. Such service decisions shall include expenditure decisions. The composition of each CRT, IEP or IIIP team shall be unique to the family being served. The Team shall be composed of the facilitator; professionals who are, or have been, involved with the family; non-professionals who

know the family or who have access to informal resources; the child, when appropriate; and at least one parent (as defined by each agency), caretaker, guardian, or trustee of the client child. Additionally, the Family may select any person from inside or outside the local system of care to serve on the Team as that parent's advocate.

The Individualized Family Care Teams shall:

1. Assess the type and frequency of supports and services needed based on the child and family's strengths and needs.
2. Develop individualized care plans according to the following schedule:
 - a. Individualized Family Service Plans (IFSP's), Individual Interagency Intervention Plans (IIIP's) or another standardized written plan (see Appendix A) will be developed for all children ages 0 through age two following guidelines promoted by the Minnesota Department of Education. (See Appendix B for additional agreements related to children ages Birth through kindergarten).
 - b. IEP's, IIIP's or another standardized written plan (see Appendix A) will be developed for all children/youth ages 3-21 with disabilities following procedures established by the Minnesota Department of Education. Transition procedures will be adhered to for all youth ages 14 to 21.
 - c. Individualized service plans will be developed for all children/youth receiving early intervention services due to concerns over mental health.
3. Authorize the provision of supports and services according to the individualized plan developed.
4. Monitor progress toward achieving outcomes stated in the plan and assure that authorized services are, in fact, provided;
5. Meet as requested by the child/family's plan facilitator;
6. Create a respectful atmosphere that is conducive to an equal decision-making role for parents, caretakers or guardians in the planning of supports, interventions, and services for the child/youth and family;
7. Strive to reach consensus.

- B. Administrator: Operational authority shall reside in the Family TIES Coordinator. Operational authority shall mean the day-to-day management of the Family Ties' activities and personnel. The coordinator shall be approved by the Board. The Family TIES Coordinator shall:

1. Coordinate the development of the integrated services system, with support from member agencies;
2. Manage expenditures within the budget established by the Interagency Councils;
3. Contract, through the Fiscal Agent, for supports, interventions, and services for children/youth and families in the Target Population according to individualized care plans as developed by the Individualized Family Care Teams;
4. Contract with, or employ and supervise Collaborative staff, through the Fiscal Agent;
5. Oversee the collection and reporting of data by the Fiscal Agent and ensure collection data as necessary for the maintenance of client records, coordination of service provision, performance and outcome evaluation; periodic reports to the parties; and mandated reports to local, state or federal governments;
6. Report to the Councils and Board regularly.

C. Mille Lacs Interagency Councils: Design and oversight authority for the integrated service system to be operated by the Family TIES will reside in the Mille Lacs Interagency Councils which include the three mandated interagency committees, the Interagency Early Intervention Committee (IEIC), the Local Coordinating Council for Children's Mental Health (LCC) and the Community Transition Interagency Committee (CTIC) hereinafter referred to as "the Councils". Composition of the Councils shall be approved by the Board and shall represent both agencies of the formal system of care and brokers of informal resources as needed to represent community resources available to strengthen and support families. Mandated members of the councils shall include representatives of the following agencies:

Isle, Milaca, Onamia, and Princeton Public Schools; Mille Lacs County Family Services; Mille Lacs County Public Health; Lakes and Pines Community Action Program; Mille Lacs County Probation Department; Mille Lacs Band of Ojibwe; Rum River Special Education Cooperative; Division of Rehabilitations Services; Mille Lacs DAC; Center for Independent Living; Five County Mental Health; parents of children/youth with disabilities and a representative of the Mille Lacs County Board of Directors.

The Mille Lacs Interagency Councils shall:

1. Develop and implement an integrated service delivery system for children in their Target Populations, the design of which shall be approved by the Board. The integrated system shall include:
 - a. A common vision of how the local system of care should serve the Target Population, including a collaborative planning and development process and timetable;

- b. A plan for the operational expansion of the target population, enlistment of additional Collaborative partners, expansion of the services and supports menu;
 - c. A commitment among all Parties to the benefits of early intervention for children/youth with developmental or emotional challenges to reduce the risk of future needs;
 - d. A common client pathway which identifies the components and functions of an integrated system and a client's access to each component;
 - e. A client access plan that provides multiple access points in non-stigmatized settings;
 - f. Common intake protocols that link a client early on with a facilitator who has access to all program options and all funding sources in the local system of care and who will work with the family as an equal partner to determine how the system may best serve the family's needs;
 - g. Protocols providing for coordination of assessments for determination of the need for multi-agency service coordination;
 - h. Protocols for individualized multi-agency care planning by the Individualized Family Care Teams;
 - i. Client outcome standards;
 - j. Data practices guidelines for collaborative staff regarding the collection, creation, reception, maintenance, dissemination, or use of private data on individuals;
 - k. Procedures for appeals, due process and client-to-system mediation;
2. Establish policies for use of the Interagency Integrated Fund including setting criteria for the financing of individual plans of care;
 3. Adopt an operating budget based on revenues assigned by the Board;
 4. Evaluate the performance of the Administrator and Interagency Referral Teams and clinical performance of providers and assure client outcomes;
 5. Advise the Board with regard to expanding the operational target population;
 6. Develop or secure staff development activities in the wrap-around service approach, use of a multi-agency care plan, and other training modules as needed;

- D. Governing Board: Legal authority for Family TIES shall derive from the Collaborative Governing Board, hereinafter referred to as the “Board”. The Board shall exercise revenue authority. The Board shall be comprised of a representative of: the Mille Lacs County Board of Commissioners; the Director of Mille Lacs County Family Services; the Director of Mille Lacs County Public Health; the Director of Mille Lacs County Probation Department; the Collaborative Coordinator/Local Collaborative Time Study Coordinator; one (1) representative from each of the following: Isle ISD #473, Milaca ISD #912, Onamia ISD #480, Princeton ISD #477, Lakes and Pines Community Action Council and Rum River Special Education Cooperative; and the chairpersons of each of the mandated interagency councils (IEIC, LCC, CTIC) for a total of 14. Appointments of members to the Board shall be determined by a process established by each represented entity.

The Governing Board shall:

1. Approve system parameters including expansion of the Target Population.
2. Approve the composition of the Interagency Councils.
3. Oversee an Integrated Fund, as established in Section 6 of this Agreement.
4. Negotiate Integrated Fund contributions, monetary or in-kind, from each Party in accordance with a specified work product to be provided to the Target Populations.
5. Approve annual revenue budgets at its annual meeting by approval of three-quarters of those in attendance who are eligible to vote. Such revenue budgets shall account for all resources available to the Family TIES, both monetary and in-kind.
6. Approve a Fiscal Agent(s) from among the Parties to this Agreement. The Fiscal Agent(s) shall:
 - a. Establish and maintain appropriate accounts.
 - b. Receive and maintain funds assigned by the Board.
 - c. Receive local, state, and federal grant dollars, cash, and charitable contributions and maintain in the joint service delivery account.
 - d. Disburse funds according to a budget adopted by the Board in consultation with the Mille Lacs Interagency Councils.
 - e. Account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board and the Councils.
 - f. Provide accounts as required by state and federal agencies.
 - g. Designate a staff person to work closely with the Collaborative Coordinator as

necessary to complete fiscal duties.

- h. Prepare periodic financial reports to the Board.
- 7. Through its fiscal agent(s), receive funds contributed by Parties to the Agreement and from the State of Minnesota, the federal government and from any lawful source, including any governmental source or private gifts for donations.
- 8. Approve the appointment of the LCTS Coordinator and the Collaborative Coordinator.
- 9. Evaluate Collaborative fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes.
- 10. Notify all Parties at least one fiscal quarter before the beginning of each fiscal year of any anticipated additional financial expenses for the coming year.
- 11. Agree to abide by the following by-laws:
 - a. At an annual organizational meeting to be held in the fall of each year, the Board shall elect from its membership a chairperson and such other officers as deemed necessary.
 - b. The Board shall strive for consensus in decision-making but a two-thirds majority vote shall rule.
 - c. Each member shall have one vote in the determination of all issues.
 - d. A quorum is necessary for the conduct of business. A quorum is the presence of a majority of the members or alternates.
 - e. An alternate member, when acting in the absence of a member, shall have all rights and privileges of a member, including the right to vote on all matters before the Board.
 - f. Time and places of regular and special meetings shall be determined by the Board.
 - g. A record of all proceedings of all Board meetings shall be kept in the form of Minutes approved by the Board. Minutes shall be kept by the Collaborative Coordinator.
 - h. The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director, or officer of a provider agency who is a Party to this agreement to serve as a member of the Board provided that such employee, director or officer abstain from deliberation, action or vote in specific respect to that provider agency,

including service contracts between the Family TIES and that provider agency.

- i. The Board shall annually present a full and clear statement of the financial condition and mission effectiveness of the Collaborative to all Parties of the Agreement.
- j. All Parties shall be permitted to inspect the books and records of the Board and Collaborative at any reasonable time. Notwithstanding this provision, all state and federal laws regarding the privacy of client data shall apply.

Section 4: Duties of the Parties:

- A. The Mille Lacs County Board of Commissioners agrees for all agencies including Family Services, Public Health, and Probation Department services to:
 1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
 2. Assign administration and staff, as appropriate, to participate in the council and/or in multi agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
 3. Ensure that confidential information obtained is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Appropriate internal written policies will be adopted.
 4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi agency programs developed within the realm of the collaborative established by this agreement.
 5. Mille Lacs County Family Services, Mille Lacs County Probation Department and Mille Lacs County Public Health will each designate 1 member to the Collaborative Governance Board.
 6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children's Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the Collaborative.
 7. Serve as Fiscal Agent, via Mille Lacs County Family Services, for the portion of the integrated fund generated through participation in the Local Collaborative Time Study, establish a special fund for these dollars and produce quarterly financial reports.

8. Designate staff to participate on the IEIC, LCC and CTIC.
 9. Participate in programs and projects operated by the Collaborative.
 10. Require public health and correction agencies to participate in the Local Collaborative Time Study under terms and conditions agreed to between the County and the Minnesota Department of Human Services.
 11. Agree to utilize a standardized written plan to coordinate services for individual children.
 12. Provide resources for children and families as required by Minnesota Statute.
- B. The Boards of Isle, Milaca, Onamia, and Princeton School Districts in Mille Lacs County agree to:
1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
 2. Assign administration and staff, as appropriate, to participate in the council and/or in multi agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
 3. Ensure that confidential information obtained is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Appropriate internal written policies will be adopted.
 4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi agency programs developed within the realm of the collaborative established by this agreement.
 5. Designate member(s) to the Collaborative Governance Board.
 6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children's Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the Collaborative.
 7. Participate in programs and projects operated by the Collaborative.
 8. Participate in the Local Collaborative Time Study under terms and conditions agreed to with the Minnesota Department of Human Services.

9. Designate staff as appropriate to participate on the IEIC, the LCC and the CTIC.
10. Agree to utilize a standardized written plan to coordinate services for individual children.
11. Provide resources for children and families as required by Minnesota Statute.

C. Rum River Special Education Cooperative agrees to:

1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
2. Assign administration and staff, as appropriate, to participate in the council and/or in multi agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
3. Ensure that confidential information obtained is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Appropriate internal written policies will be adopted.
4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi agency programs developed within the realm of the collaborative established by this agreement.
5. Designate one member to the Collaborative Governance Board.
6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children's Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the Collaborative.
7. Participate in programs and projects operated by the Collaborative.
8. Designate staff as appropriate to participate on the IEIC, LCC, and CTIC.
9. Serve as fiscal agent for the IEIC portion of the Integrated Fund, establish a special fund for the execution of fiscal agency and produce quarterly financial reports.
10. Agree to utilize a standardized written plan to coordinate services for individual children.
11. Provide resources for children and families as required by Minnesota Statute.

D. Lakes and Pines Community Action Council agrees to:

1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.
2. Assign administration and staff, as appropriate, to participate in the council and/or in multi agency family service plan staffing in a consolidated case management system, and other information-sharing activities to assess and develop plans for children and their families.
3. Ensure that confidential information obtained is disseminated only to appropriate school personnel, carries an appropriate warning regarding the reliability, confidentiality and control of further dissemination. Appropriate internal written policies will be adopted.
4. Develop, in cooperation with appropriate agencies that are parties to this agreement, written interagency plans to determine policies and procedures pertinent to multi agency programs developed within the realm of the collaborative established by this agreement.
5. Designate one member to the Collaborative Governance Board.
6. Assign staff to the operation of the integrated service system (K-12 service coordination, Children's Mental Health, Early Childhood Special Education, Transition) as needed to accomplish the mission of the Collaborative.
7. Participate in programs and projects operated by the Collaborative.
8. Designate staff as appropriate to participate on the IEIC.
9. If or when determined eligible by the State of Minnesota, participate in the Local Collaborative Time Study under terms and conditions agreed to with the Minnesota Department of Human Services.
10. Agree to utilize a standardized written plan to coordinate services for individual children, when needed.
11. Provide resources for children and families as required by Minnesota Statute.

Section 5: Financial Responsibilities

A. Responsibilities of County Board and School Boards

It is the joint responsibility of county boards and school boards to coordinate, provide

and pay for appropriate services, and to facilitate payment for services from public and private sources. Appropriate services for children eligible under Minnesota Statute must be determined in consultation with parents, physicians, and other educational, medical, health, and human services providers. The services provided must be in conformity with an IFSP for each eligible infant and toddler from birth through age two and his/her family, an individual education plan (IEP), individual service plan (ISP) or Interagency Individual Intervention Plan (IIIP), or other standardized written plan for each eligible child ages three through twenty-one.

Nothing in this agreement increases or decreases the obligation on the State, county or local school partners to pay for education, health care or social services.

B. School District Responsibility

Each school district has responsibility to provide special instruction and related services required under Federal IDEA and Minnesota Statute.

C. County Responsibility

County has responsibility to provide social services described in the County's Children and Community Services Act (CCSA) under Minnesota Statute to County residents who are eligible children as defined in a Interagency Standardized Written Plan. The County will assist persons in applying for medical assistance according to Minnesota Statute. The County will provide public health nursing services within the limits of financial resources.

D. Insurance Coverage

Third party insurers have primary responsibility for the provision of medically necessary intervention services to policyholders under Minnesota Statute.

E. Integrated Fund

The Parties agree to establish an Integrated Fund for the purpose of financing selected components of individualized care plans and increasing the overall flexibility of funding sources. The Integrated Fund will be used to purchase supports, interventions, and services for the children and families in the Target Population, to coordinate the provision of supports, interventions and services, and to operate the Collaborative.

Parties agree that the Integrated Fund shall be under the direct control of the Governing Board and shall be administered, under the Board's control, by such fiscal agent(s) as the Board shall choose.

The Integrated Fund shall consist of both monetary and in-kind resources to which a

monetary value shall be assigned by agreement between the contributor and the Board.

In the event the state recovers from the Collaborative any fiscal disallowances or sanctions attributable to the actions of Mille Lacs County Family Services, and members of the collaborative, subcontractors, or agencies participating in LCTS; cost for disallowances shall be prorated through agreement of the majority of the governance board on a case by case basis. The method of payment of said disallowances shall likewise be determined by the Board.

Under federal law if a public agency other than a local school district fails to provide/pay for the special education and related services agreed to under this agreement the school district will provide/pay for these services in a timely manner. In accordance with federal law, the District will claim reimbursement for the services from the noneducational public agency that failed to provide/pay for these services.

Section 6: Personnel

- A. Staff employed by any party and assigned fully to Collaborative duties shall report directly to the Collaborative Coordinator with respect to those duties. Employees shall remain within the compensation and job classification structure of the employing Party. Benefits as provided by the employer Party shall be retained, including employee health plan and contributions, retirement plans and contributions, liability insurance, and workers compensation insurance.
- B. Staff retained by contract also shall report to the Collaborative Coordinator. The employment relationship shall be defined by agreement between the employee and the Host agency. The employment contract shall contain, at a minimum, the following provisions: (a) that a contract employee shall accrue no tenure, rights, or benefits available to Host agency employees except that the Collaborative may provide such benefits as health coverage, sick leave, vacation pay, or severance pay from the Integrated Fund or other available resources; (b) that a contract employee shall be insured by the Host agency for claims arising from acts or omissions within the scope of his or her employment; (c) that a contract employee may be enrolled in the Host agency's employee retirement plan; and (d) that the Host agency shall make payroll deductions for the retirement plan and taxes, as required by law.

Section 7: Data Practices and Procedures

All Parties have a duty to protect the confidentiality of information about referred children and their families. Parental/guardian consent must always be obtained (except where otherwise allowed by law) prior to interagency sharing of information which identifies the child or family. This consent will apply only to interagency sharing. Participating agencies may not redisclose information unless a separate consent is obtained. Parental/guardians have the right to revoke their consent at any time.

All Parties agree to establish data practices that conform to state and federal statutes and rules

regulating data, particularly the collection, creation, receipt, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, or any other applicable state or federal laws. Parties further agree to establish practices for student data that conform to the Federal Family Education Rights and Privacy Act of 1974 (FERPA).

An exception to the “written informed consent” rule shall be made where immediate concerns exist regarding the safety or health of a child, such as a medical or child protection emergency.

Parties further agree to promote information sharing practices among employees that are consistent with the Collaborative’s service philosophy, namely that obtaining a family’s informed consent is fundamental to maintain a parent-professional partnership.

Section 8: Dispute Resolution

- A. In the event of a disagreement between two or more Parties to this Agreement, parties agree to abide by the following dispute resolution protocol:
 - 1. Step One: The grieving Parties will attempt to work out the dispute through informal communication.
 - 2. Step Two: The grieving Parties will notify members of the Governing Board in writing of the nature of the dispute and request the Board to hear the dispute at its next regular meeting and seek resolution at the meeting.
 - 3. Step Three: If resolution is not achieved at the meeting as described in Step Two, the Board shall take the matter under advisement and at its following regular meeting, recommend a resolution to the grieving Parties, who must decide whether to accept the recommendation.
 - 4. Step Four: The grieving Parties will submit the dispute to mediation by a neutral third party. The Governing Board will be a separate party to the mediation. The cost of mediation shall be equally distributed among grieving Parties.
 - 5. Step Five: The grieving Parties will submit the dispute to binding arbitration. The cost of arbitration shall be equally divided among grieving Parties.
 - 6. Step Six: Upon resolution of the dispute, a joint communication will be issued to all affected parties.
- B. Contracts between the Collaborative and service providers must include dispute resolution provisions whenever feasible.
- C. Parties agree that families receiving services or supports from the Collaborative are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the Collaborative and a family receiving services or supports from the Collaborative, the Parties to this Agreement will abide by the following dispute

resolution protocol:

1. Step One: Any Collaborative staff, board member, advisor or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the Collaborative against the Collaborative, its personnel, or the actions of the Collaborative or its personnel, must notify the appropriate individualized family care team and the Collaborative Coordinator.
2. Step Two: The individualized family care team will invite the family to a meeting of the team within 20 days to describe the nature of the grievance. The family may invite an advocate or advocates of its choice. Either the family or the Team may invite any third party that it believes may facilitate resolution. The team will attempt to resolve the grievance informally.
3. Step Three: Either the family or the Collaborative may request mediation by a neutral third party agreeable to all parties to the dispute. Participation in mediation is voluntary for all parties. When possible, mediation is to be completed within 20 days. Results of the mediation become binding and the services and supports so agreed upon become part of the individualized care plan.

Nothing in this protocol restricts a family's due process rights under rule or law. Students with disabilities and their parents have due process rights protected by both federal and state laws and rules. The official list of parent's rights have been published by the Minnesota Department of Education and is available under separate cover.

Section 9: Time Period of Agreement

The term of this agreement is for the period of time from the date signed by all Parties unless amended as provided herein.

Section 10: Amendments to the Agreement

This agreement may be amended only by the agreement of two-thirds of the participating Parties. Notice of any proposed amendment must be provided to all participating Parties at least thirty (30) days in advance of the Governing Board meeting prior to the effective date of the proposed amendment.

Section 11: Withdrawal and Termination

- A. Any Party may withdraw from this Agreement by passage of a resolution by its Governing Board declaring its intent to withdraw on a specific date, which date shall not be less than 180 days from the date of resolution and receipt of that resolution by the Collaborative Governing Board.
- B. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.

- C. The withdrawing Party shall not be entitled to a refund of contributions made to the integrated fund or other fees paid to operate the Collaborative.
- D. Notwithstanding Parties' authority to withdraw, this Agreement and the Board and Councils created thereby shall continue in force until all participating Parties mutually agree to terminate this Agreement by joint resolution of the Parties, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination the Board shall continue to exist for the limited purpose of discharging the Collaborative debts and liabilities, settling its affairs and disposing of Integrated fund assets, if any.

Section 12: Disposal of Surplus Funds and Property

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Governing Board in accordance with law and in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the Parties in proportion to contributions of the Parties after the purpose of the Agreement has been completed.

Section 13: Severability

The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 14: Access to Books and Records

In accordance with Minnesota Statute, each Party agrees to make its books and records pertaining to its performance under this Agreement available to each other Party, and to keep such documentation for three years following termination of this Agreement.

Section 15: Indemnification

Each party shall be responsible for its negligent acts or omissions subject to the statutory restrictions of Minnesota Statute. Each party shall be responsible for its own defense in any and all claims which may be brought against it arising out of its obligations under this Agreement. Each party shall not be required to indemnify or defend any other party to this Agreement for claims which may be asserted against such a party. Each party shall provide for itself and its members to this agreement insurance in a sum sufficient to meet the statutory requirements of Minnesota Statute. If the parties are found to be part of a joint venture and is required to defend or indemnify itself, then the liability for any funds expended shall be apportioned as follows:

- one-half to the school districts (such liability between the school districts shall be apportioned to each district based upon the number of students served in the year prior to the liability arising);
- one-half to the counties that are parties to this agreement (such liability between the counties shall be apportioned to each county based upon the number of residents served

in the year prior to the liability arising.)

Section 16: Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties relating to the subject matter thereof. Any alterations, variations or modifications of the provisions of this Agreement shall be valid only when they have been reduced in writing and duly signed by the parties herein.

Section 17: Effective Date

This Agreement shall be effective when adopted by all Parties.

Standardized Written Plan Procedures

Minnesota law requires that each eligible child or student have access to an interagency intervention service system that coordinates services and programs which will be reflected in a standardized written plan. The written plan used in the Rum River Cooperative Districts will be referred to as an “Interagency Coordinated Plan (ICP). The ICP will include the standard Individual Education Plan (IEP) pages which document team membership, present levels of student performance, student needs, goals and objectives, and services. An additional page (Interagency Coordinated Plan) will be used to document shared outcomes and the agency responsible for the provision of services, which implies funding source. The goal of shared outcomes is to encourage multiple agencies to jointly work on common concerns across multiple environments.

See Appendix A for the Interagency Coordinated Plan (ICP).

Minnesota Statutes identify the programs and initiative to be coordinated through an interagency system and the IIP/standardized written plan. They are the:

- Maternal and Health Program
- Individuals with Disabilities Education Act (IDEA)
- Medical Assistance
- Developmental Disabilities Assistance and Bill of Rights Act
- Head Start Act
- Rehabilitation Services
- Juvenile Court Act
- Children’s Mental Health Collaboratives
- Family Service Collaboratives
- Family Community Support Plan
- Minnesota Care Program
- Local Public Health Act
- Community Social Service Act
- Community Interagency Transition Committees (CTIC)

Interagency Coordinated Plan (ICP) CORE: Shared Outcome – Goals/Outcomes, and Objectives/Indicators	
Name: _____	Date: _____
Shared Outcome: _____	
Agency Responsible:	
Goal:	
Objective(s):	
Authorizing Signature:	
Agency Responsible:	
Goal:	
Objective(s):	
Authorizing Signature:	
Agency Responsible:	
Goal:	
Objective(s)	
Authorizing Signature:	

Appendix B

**Mille Lacs County
Interagency Early Intervention Services Agreement**

I. Mission/Belief:

The Mille Lacs County Interagency Early Intervention Committee (IEIC) is committed to the development of a coordinated interagency service system which is based on early intervention that responds to individual children's needs with the child's family. The goal of this agreement will be for Mille Lacs County IEIC to increase the awareness and accessibility of resources and services to children aged birth to kindergarten entrance and their families. This will be accomplished by creating community partnerships, providing early intervention, education, and centralized, integrated services to families in a supportive and respectful manner.

The program is based on the beliefs that a comprehensive, coordinated interagency referral and service system will reduce duplication while providing appropriate resources and services for children and family in a singular manner.

II. Eligibility for Services:

- A. Determination of eligibility for social services, education services, health services, or other services under this contract shall be made by the Evaluation/Admission Team in conjunction with the Interagency Central Referral Team (CRT) within each district. The eligibility criteria are:
 - 1. All children must be Mille Lacs County residents as determined by the Agencies.
 - 2. All children must be between birth and age kindergarten entrance.
- B. The CRT shall follow MN Department of Education and Rum River Special Education Cooperative procedures for enrolling and discharging a child or terminating services to a child.

III. Program/Referral and Service System Process:

The primary aim of the program is to help each child reach his/her potential. Therefore, programming is dependent upon each child's individual needs. This agreement addresses the general components in serving the children between birth and entrance into kindergarten. Specific staffing needs, curriculum, center locations, etc. will be addressed by each individual district. The major child-focused objectives of this program are to (1) provide a comprehensive system of identifying children with disabilities and serving the needs of these children and their families, and (2) to provide children with experiences appropriate to their age and stage of development which will help them grow socially, intellectually, physically, and emotionally. The major agency-focused objectives are to provide early intervention service to children with disabilities that are cost effective, efficiently utilize community resources and are equally

available to all county residents.

IV. Service Plans:

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the Individual Family Service Plan (IFSP), the Individual Education Plan (IEP), the Interagency Individualized Intervention Plan (IIIP), *or other standardized written plan*, developed with, for and on behalf of the individual child and family by the Interagency Early Intervention Team within each district.

V. Safeguard of Student Information:

The use of or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality provided for in Laws of Minnesota or for any purpose not directly connected with the Agency or Agency's responsibility, hereunder is prohibited except on written consent of such eligible child, the child's attorney or the child's responsible parent or guardian. Information gathered will be shared with all Interagency Central Referral members with a signed release of information form.

VI. Dispute Resolution Procedures

The parties agree to abide by dispute resolution procedures detailed in the attached Part C Hearing Procedures

VII. IEIC Functions

The IEIC will function to:

- identify current services and funding being provided within the community,
- establish and evaluate the identification, referral, and community early intervention systems to recommend, where necessary, alterations and improvements,
- facilitate the development of interagency Individual Education Plans (IEP), Individual Family Service Plans (IFSP, Interagency Individual Intervention Plans (IIIP), or other standardized written plan when necessary to appropriate serve children and their families and recommend assignment of financial responsibilities to appropriate agencies,
- implement a process for assuring that service involve cooperating agencies at all steps leading to individualized programs,
- review and comment on the early intervention section of the total special education system for the district and the county social services plan,
- facilitate the development of a transitional plan if a service provider is not recommended to continue to provide services,
- meet at least quarterly and report on the IEIC progress to the ICC and SAC,
- develop and implement interagency policies and procedures concerning the following ongoing duties for ages birth-3:
 - a. Develop public awareness systems designed to inform potential recipient families of available programs and services.
 - b. Implement interagency child find systems designed to actively seek out, identify,

- and refer infants and young children, with or at risk of disabilities and their families.
- c. Establish and evaluate the identification, referral, child and family assessment systems, procedural safeguards, and community learning system to recommend, where necessary alterations and improvements.
 - d. Develop a plan for the allocation and expenditure of additional state and federal early intervention funds.
 - e. Participate in needs assessments and program planning activities conducted by local social service, health, and education agencies for young children with disabilities and their families.

VIII. Conditions of the Parties' Obligations:

- A. This agreement may be canceled by any party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.
- B. Before the termination date of this agreement, the agency may evaluate the performance of another agency in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- C. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- D. It is understood and agreed that the entire agreement of the parties is continued herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between all parties listed relating to the subject matter hereof.

IX. Financial Responsibility for Early Intervention Services

- A. Responsibilities of County Board and School Boards

It is the joint responsibility of county boards and school boards to coordinate, provide and pay for appropriate services, and to facilitate payment for services from public and private sources. Appropriate services for children eligible must be determined in consultation with parents, physicians, and other educational, medical, health, and human services providers. The services provided must be in conformity with an IFSP for each eligible infant and toddler from birth through age two and its family, an individual education plan (IEP), Interagency Individual Intervention Plans (IIIP), individual service plan (ISP), or another *standardized written plan*.

Appropriate services will be provided in accordance with Free Appropriate Public Education (FAPE) for school districts and program for which counties have service and fiscal responsibility. School and County Board shall coordinate services.

X. Agency Responsibilities:

Public schools will be responsible to:

1. provide special education and related staff to serve identified children aged birth through kindergarten entrance (home, school and community based),
2. use special education funds (i.e., reimbursements, transportation and foundation aids) to support programs as appropriate,
3. complete and monitor due process for all children and parents,
4. Act as lead agency in coordinating referrals and services within districts,
5. provide appropriate staff for interagency Central Referral Team activities,
6. gather information and share release and referral information,
7. set CRT meeting time,
8. contact parents,
9. participate in CRT meetings,
10. provide indirect/direct services,
11. case manage as needed,
12. monitor/follow-up.
13. evaluate children referred for service,
14. be a liaison with other agencies and services,
15. provide a site for CRT meetings,
16. participate at IEIC meetings,
17. inform district staff of services,
18. participate in training activities as needed,
19. offer parent education,
20. provide early childhood screening as part of systemwide child find efforts.

County Family Services department will be responsible to:

1. provide consultation to education staff on family problems and related matters,
2. provide appropriate staff for interagency Central Referral Team activities,
3. provide assistance in completion of screening activities for new referrals as appropriate,
4. encourage parent/child involvement,
5. provide services/resources available as needed,
6. case manage as required,
7. participate with IEIC meetings.
8. participate in training activities as needed.

Public Health department will be responsible to:

1. provide consultation to education staff on health and related matters,
2. provide appropriate staff for interagency Central Referral Team activities,
3. Provide assistance in completion of screening activities for new referrals,
4. encourage parent/child involvement,
5. provide services/resources available as needed,
6. participate in IEIC and other meetings,
7. case manage as required,
8. participate in training activities as needed,
9. implement child find activities including the implementation of the Follow-Along program.

Rum River Special Education Cooperative will be responsible to:

1. participate in CRT meetings as required,
2. provide direct and indirect services as determined by individual teams,
3. provide evaluation services when requested,
4. participate at IEIC meetings,
5. provide information/communications dissemination to agencies,
6. coordinate grant activities,
7. participate in training activities as needed,
8. act as fiscal host and local primary agency.

Lakes and Pines Head Start will be responsible to:

1. provide outreach,
2. perform health and developmental screening,*
3. perform assessment (limited),*
4. facilitate dental and medical services,*
5. provide parent and family education,*
6. provide early childhood education,*
7. make referrals when appropriate,*
8. participate in CRT activities,
9. participate in IEIC activities.

* services provided to families eligible under federal Head Start guidelines.

Part C Hearing Procedures
Isanti, Kanabec, Mille Lacs/Sherburne
Interagency Early Intervention Committee

- A. Rum River Special Education Cooperative, Local Primary Agency (LPA) for the Isanti, Kanabec, and Mille Lacs/Sherburne IEICs, will coordinate Part C hearings.
- B. The LPA will maintain a list of hearing officers provided by the Minnesota Department of Education.
- C. The Director of the LPA will be the designated person to receive written requests for Part C hearings.
- D. The Director of the LPA will notify the Department of Education when a hearing has been requested within two working days of the receipt of the request.
- E. The Director of the LPA will notify the Directors of each of the member agencies named in the hearing request within two working days of the receipt of the request.

Upon receipt of the request for a hearing, the Director of the LPA will:

- 1. Date the Request for Hearing
 - 2. Forward copies of written request to involved agencies.
 - 3. Inform involved agencies in writing of timelines to be followed.
 - 4. Send a letter acknowledging receipt of the request to the party initiating the request indicating:
 - a. Date request was received
 - b. A review of timelines
 - c. Steps to be taken
- F. Each agency director will be responsible to notify necessary parties within their agencies or any other appropriate parties identified by their agency.
- G. The Director of the LPA will work with parties involved to select a hearing officer.
- H. The Director of the LPA will work with the hearing officer in the selection of a site for the hearing.
- I. The Director of the LPA will monitor the timelines established for the hearing process.
- J. The Director or a designee from each agency named in the hearing request will discuss legal representation. Optimally, we will attempt to mutually agree upon single representation. In the event that an agreement cannot be reached, each agency will be responsible for obtaining, and for paying the cost of their own legal representation.
- K. If legal fees are awarded to the family the cost will be assigned to each local agency, or county and/or school board relative to each agency's degree of involvement as determined by the issues addressed in the hearing. In the event that financial responsibility is not clearly defined, involved agencies agree to:
 - 1. attempt to reach consensus
 - 2. participate in dispute resolution processes as provided by the State Agency Committee.
- L. Once the hearing officer has rendered a decision, the Director of the LPA will ensure all involved parties are aware of the process of appealing to the Commissioner of the Department of Education.

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Leo Vos, Director
Mille Lacs County Family Services

Date

Mille Lacs County Board

Date

APPROVED AS TO EXECUTION

Mille Lacs County Attorney

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Director
Mille Lacs County Public Health Nursing

Date

Mille Lacs County Board

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Warren Liepitz, Director
Mille Lacs County Probation Dept.

Date

Mille Lacs County Board

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Dr. Barbra Zakrajsek, Superintendent of Schools
Milaca Independent School District #912

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

John Varner, Superintendent of Schools
Onamia Independent School District #480

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Allen Ralston, Superintendent of Schools
Isle Independent School District #473

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Mark Sleeper, Superintendent of Schools
Princeton Independent School District #477

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Mary Ruprecht, Director of Special Education
Rum River Special Education Cooperative

Date

**Mille Lacs County Family Services Collaborative: Family TIES
Interagency Agreement**

APPROVED AS TO EXECUTION

Executive Director
Lakes and Pines Community Action Council

Date